

TAPESTRY

AMENDMENT TO DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

February 28, 2006.

Amendment (the "Amendment to Disclosure Statement") to an original disclosure statement dated June 29, 2005 (the "Original Disclosure Statement") and filed with the office of the Superintendent of Real Estate for British Columbia (the "Superintendent") on August 3, 2005 with respect to an offering by CONCERT REAL ESTATE CORPORATION (the "Developer") for the sale of certain residential and non-residential strata lots located in one ten-storey building and one six-storey mid-rise building comprising the development known as Tapestry ("Tapestry") to be constructed on a parcel of land located at 2821/2851 Heather Street and 710/750 West 12th Avenue, Vancouver, British Columbia.

DEVELOPER

Name: CONCERT REAL ESTATE CORPORATION
Business Address and Address for Service: 9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

AGENT OF DEVELOPER

Name: CONCERT REALTY SERVICES LTD.
Business Address: 9th Floor, 1190 Hornby Street
Vancouver, B.C. V6Z 2K5

DISCLAIMER

THIS AMENDMENT TO DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE AMENDMENT TO DISCLOSURE STATEMENT, OR WHETHER THE AMENDMENT TO DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

AMENDMENT TO DISCLOSURE STATEMENT

The Original Disclosure Statement is hereby amended as follows:

1. *As the Developer has now obtained the requisite building permit for Tapestry, the third and fourth pages of the Original Disclosure Statement are deleted in their entirety.*
2. *The page of the Original Disclosure Statement entitled "TABLE OF CONTENTS" is deleted and replaced with Schedule A.*
3. *Section 2.1 is amended by deleting "2851 West 12th Avenue" in the first line of the second paragraph and replacing it with "2851 Heather Street".*
4. *Section 4.3(b) is amended by:*
 - (a) replacing the words "and (ix)" in line 4 of the first paragraph with "(ix), (x) and (xi)";
 - (b) deleting paragraph (iv) and replacing it with "Intentionally Deleted"; and
 - (c) adding the following after paragraph (ix):
 - "(x) Statutory Right of Way BX586482. This is a statutory right of way in favour of the City which provides for access to and the use of the Lands in connection with the decommissioning of underground tunnels (the "Tunnels") which run under 12th Avenue and which previously connected the buildings which existed on the Lands to those buildings located on those lands directly across 12th Avenue from the Lands; and
 - (xi) Covenant BX586483. This is a Section 219 Covenant in favour of the City which provides that an occupancy permit for the Development will not be issued until the work required in connection with the decommissioning of the Tunnels has been completed."
5. *Section 4.4 is amended by deleting subsections (f) and (g) in their entirety and renumbering subsections (h) and (i) as new subsections (f) and (g).*
6. *Subsection 6.1(b) is deleted and replaced with:*

"The City has issued Building Permit No. BU431645 dated December 6, 2005, Building Permit Nos. BU431646 and BU431647 dated December 7, 2005 and has further issued, on February 17, 2006, final building permit approval in respect of Building Permit No. BU431645, authorizing construction of the Development."

7. *Section 7.2 is deleted and replaced with:*

“7.2 Purchase Agreement

The Developer intends to use its usual form of offer to purchase and agreement of sale in connection with the sale of the Strata Lots unless otherwise agreed between the Developer and a purchaser. A copy of the usual form of offer to purchase and agreement of sale is available from the Developer’s sales centre”.

8. *The list of Exhibits to the Original Disclosure Statement is deleted and replaced with the list of Exhibits attached hereto as Schedule B.*
9. *Exhibit D is deleted and replaced with the exhibit attached hereto as Schedule C.*
10. *Exhibit J is deleted in its entirety.*
11. *Exhibit K is renumbered as “Exhibit J”.*

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The statements set out in the Original Disclosure Statement, as modified by the contents of this Amendment to Disclosure Statement, disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of February 26, 2006.

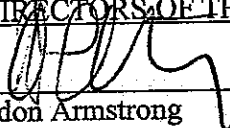
DEVELOPER

CONCERT REAL ESTATE CORPORATION

By:


Title: President

THE DIRECTORS OF THE DEVELOPER


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Bruce Bell

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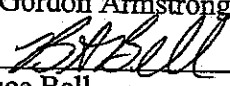
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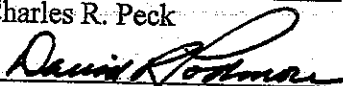
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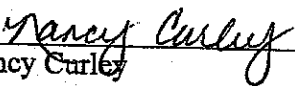
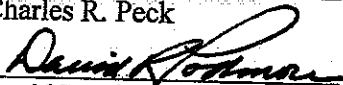
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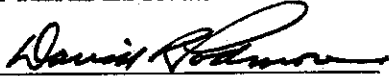
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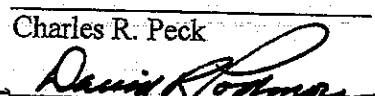
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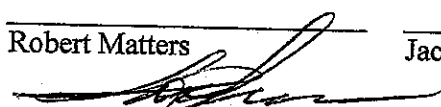
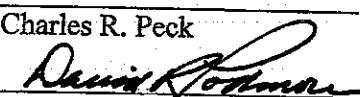
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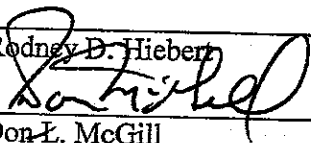
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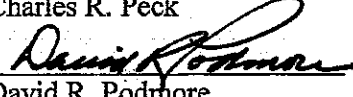
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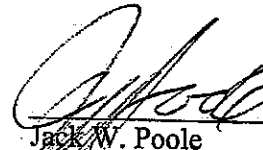
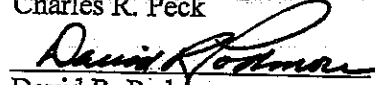
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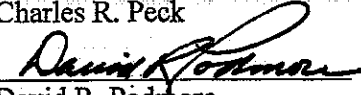
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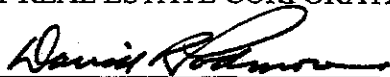
Section 22 of the *Real Estate Development Marketing Act* (British Columbia) provides that every purchaser who is entitled to receive this Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Amendment to Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Amendment to Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

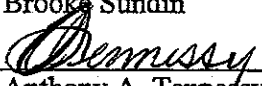

The statements set out in the Original Disclosure Statement, as modified by the contents of this Amendment to Disclosure Statement, disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of February 28, 2006.

DEVELOPER

CONCERT REAL ESTATE CORPORATION

By: 
Title: President

THE DIRECTORS OF THE DEVELOPER

<u>A. Gordon Armstrong</u>	<u>Robert Matters</u>	<u>Jack W. Poole</u>
<u>Bruce Bell</u>	<u>Leif Hansen</u>	<u>David Schaub</u>
<u>Robert Beynon</u>	<u>Rodney D. Hiebert</u>	<u>Brooke Sundin</u>
<u>Nancy Curley</u>	<u>Don L. McGill</u>	<u></u> Anthony A. Tennessy
<u>John Davies</u>	<u>Charles R. Peck</u>	<u>Bryan Wall</u>
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David R. Podmore

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate*)
Development Marketing Act (British)
Columbia) and the Amendment to Disclosure)
Statement for property currently legally)
described as:)
)
City of Vancouver)
Parcel Identifier: 025-948-873)
Parcel "A")
Block 418)
District Lot 526)
Group 1)
New Westminster District)
Plan BCP11349)

I, Beverly Ellingson, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-described Amendment to Disclosure Statement dated February 28, 2006 and have reviewed same with the Developer therein named, and that the facts contained in sections 4.1, 4.2 and 4.3 of the Original Disclosure Statement, as amended by this Amendment to Disclosure Statement, are correct.

DATED at Vancouver, British Columbia, this 29 day of March, 2006.



Beverly Ellingson

SCHEDULE A

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SCHEDULE B

EXHIBITS TO THIS DISCLOSURE STATEMENT

- A Draft Strata Plan
- B Proposed Schedule of Unit Entitlement
- C Proposed Schedule of Voting Rights
- D Proposed Bylaws of Strata Corporation
- E Parking Facility Lease
- F Interim Budget of Estimated Operating Expenses and Estimated Monthly Assessments
- G Proposed Form of Management Agreement
- H Rental Disclosure Statement
- I Form of St. Paul Guarantee Warranty Certificate
- J Proposed Subdivision Plan Showing Park Lands

SCHEDULE C

EXHIBIT D

Strata Property Act
Form Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan BCS _____, being a strata plan of certain lands and premises located in Vancouver, B.C. and currently legally described Parcel Identifier: 025-948-873, Parcel "A", Block 418, District Lot 526, Group 1, New Westminster District, Plan BCP11349

The bylaws attached hereto as Schedule A differ from the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act") as permitted by section 120 of the Act.

CONCERT REAL ESTATE CORPORATION

by its authorized signatories:

BYLAWS - TAPESTRY

PART 1 - Separate Sections

Non-residential section

- 1.1 The owners of all non-residential strata lots (being strata lots 231 and 232) will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Non-Residential Section of The Owners, Strata Plan BCS _____" (the "Non-Residential Section").

Residential section

- 1.2 The owners of all residential strata lots (being strata lots 1 to 230 inclusive) form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Residential Section of The Owners, Strata Plan BCS _____" (the "Residential Section").

Administration of sections

- 1.3
- (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
 - (2) The Non-Residential Section must elect an executive in the manner described in Part 8 of these Bylaws.
 - (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to make and enforce bylaws and rules.
 - (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
 - (5) Each of the Non-Residential Section and the Residential Section may obtain insurance only:
 - (a) against perils that are not insured by the strata corporation; or
 - (b) for amounts that are in excess of amounts that are insured by the strata corporation.
 - (6) Each section has the same insurable interest as the strata corporation has in property contained within such section.

Payment and collection of section fees

- 1.4 (1) Each of the Non-Residential Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. Such budget will set out by categories its best estimate of the common expenses of the separate section for the next fiscal year. The budget will include a reasonable provision for contingencies and future replacements. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Non-Residential Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

Repair and maintenance of property by separate sections

- 1.5 Each of the Non-Residential Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation as a whole):
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies and other things appurtenant to the exterior of a building; and
- (d) doors, windows and skylights on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots).

PART 2 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

► Payment of strata fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

Repair and maintenance of property by owner

- 2.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 2.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal, immoral or injurious to the reputation of the building; or

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Inform strata corporation

- 2.4 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

Obtain approval before altering a strata lot

- 2.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under Section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
 - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

- 2.6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets, unless the alteration is to limited common property that is a responsibility of a separate section to repair and maintain under these bylaws and in such event, the owner, tenant or occupant must obtain the written approval of the separate section before making an alteration to the limited common property.
- (2) The strata corporation or the separate section (as the case may be) may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration;
 - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
 - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

Permit entry to strata lot

- 2.7** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under Section 149 of the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in paragraph (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

Compliance with bylaws

- 2.8** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

Pets

- 2.9** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.
- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.

- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
- (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning; or
 - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
- (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
 - (b) require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

Claims on Insurance Policies

- 2.10** An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

PART 3 - Powers and Duties of Strata Corporation and Council

Repair and maintenance of property by strata corporation

3.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property (excepting lawn areas designated as limited common property which will be mowed and maintained by the strata corporation);
- (c) limited common property (except for repair and maintenance that is the responsibility of a separate section under section 1.5) but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on the common property; and
 - E. fences, railings and similar structures that enclose patios, balconies and yards; and
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council size

- 3.2** The council must have at least three and not more than seven members, and at least one of its members will be a representative of the Non-Residential Section and at least one of its members will be a representative of the Residential Section.

Council members' terms

- 3.3** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 3.4** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

- 3.5** (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.6** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 3.7** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 3.8** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 3.9** (1) A quorum of the council is:
- (a) 1, if the council consists of one member;
 - (b) 2, if the council consists of 2, 3 or 4 members;
 - (c) 3, if the council consists of 5 or 6 members; and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 3.10** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings; and
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 3.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 3.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 3.13** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
 - (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
 - (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 3.14** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 3.15 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 3.16 (1) Any consent, approval or permission given under these bylaws by the council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 - Enforcement of Bylaws and Rules

Maximum fine

- 4.1 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council or a section executive pursuant to the Act or these bylaws, will become part of the assessment of the

owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

Continuing contravention

- 4.2 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

PART 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 5.2 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 5.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) If there are only two strata lots in the strata plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 5.4** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;

- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Electronic Attendance at Meetings

5.5 At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

PART 6 - Common Expenses

Strata fees

6.1 The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

Section fees

6.2 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

Apportionment of common expenses

6.3 Common expenses will be apportioned between the Residential Section and the Non-Residential Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section will be allocated to that separate section and, subject to this Part, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;

- (b) common expenses not attributable to either separate section, will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (c) common expenses attributable to any one strata lot will be allocated to such strata lot.

Allocation between sections

6.4 Without limiting the generality of section 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Non-Residential Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Non-Residential Section will be for the account of the owners of strata lots in each respective section;
- (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the strata corporation;
- (c) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (d) the cost of maintaining the landscaped and other outdoor areas within the common property will, including lawn areas designated as limited common property, be for the account of the strata corporation; and
- (e) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in section 6.4(a).

Expenses attributable to limited common property

6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

Apportionment within a section

6.6 Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (a) common expenses attributable to the strata lots in a separate section will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section;
- (b) If a strata lot will require a utility or other service not supplied to all strata lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine; and
- (c) the cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

PART 7 - Bylaws Applicable to Residential Strata Lots

Use of property

7.1 An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any

- limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (f) leave, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
 - (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
 - (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (k) allow his or her strata lot to become unsanitary or a source of odour;
 - (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her

strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;

- (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
- (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony, except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2), nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;

- (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
- (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.

Use of limited common property

- 7.2 Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

Garbage disposal

- 7.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

Storage and parking

- 7.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the bicycle storage rooms. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the bicycle storage areas or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage areas. Such administration may also include, without limitation, the issuance of keys or

security passes and rights to store additional bicycles within the bicycle storage areas, including charging fees to users if approved by resolution of the strata corporation. Each owner of a residential strata lot is entitled to the use of one bicycle storage space free of charge (except the caretaker's suite).

- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (4) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (5) An owner of a residential strata lot will not:
 - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the council;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

- (6) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.

Move in / move out

- 7.5** (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.

Rentals

- 7.6** (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
- (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with section 7.5.

Selling of strata lots

- 7.7** (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Residential executive size

- 7.8 (1) The executive of the Residential Section must have at least three and not more than seven members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 7.9 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 7.10 (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

- 7.11 (1) If a member of the executive resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 7.12 (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 7.13 (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if:
- (a) all executive members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 7.14 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

- 7.15** (1) A quorum of the executive is:
- (a) 1, if the executive consists of one member;
 - (b) 2, if the executive consists of 2, 3 or 4 members;
 - (c) 3, if the executive consists of 5 or 6 members; and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

- 7.16** (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings; or
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 7.17** (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

- 7.18** The executive must inform owners and the council of the minutes of all executive meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of executive's powers and duties

- 7.19** (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 7.20** (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of all or any of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 7.21** (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

Small claims court

- 7.22** (1) Notwithstanding any provision of the Act, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 8 - Bylaws Applicable to Non-Residential Strata Lots

Garbage disposal

- 8.1** If separate refuse and garbage containers exist for the Residential Section and the Non-Residential Section, then the owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in such containers.

Signs and displays

- 8.2** The owner of a non-residential strata lot will obtain the written permission of the Strata Council before undertaking alterations to the signs or notices installed by the owner developer in connection with the initial construction of the non-residential strata lot, which permission will not be unreasonably withheld. The size and design of any such signs or notices must:
- (a) have received any approvals required from applicable governmental authorities; and
 - (b) be in keeping with the overall presentation of the development in terms of quality, design and colour.
- (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

Awnings and Exterior Alterations

- 8.3** The owner of a non-residential strata lot will obtain the written permission of the Strata Council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

Non-residential section executive size

- 8.4** (1) Subject to subsection (3), the executive of the Non-Residential Section must have at least three and not more than seven members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.
- (3) If one person owns all of the non-residential strata lots, the executive of the Non-Residential Section will have one member.

Executive members' terms

- 8.5** (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 8.6** (1) The Non-Residential Section may, by a resolution passed by a majority vote at a meeting of the Non-Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Non-Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

- 8.7** (1) If a member of the executive resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.

- (4) If all the members of the executive resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the votes in the Non-Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 8.8** (1) At the first meeting of the executive held after each annual general meeting of the Non-Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 8.9** (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in subsection (1) does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if:
- (a) all executive members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 8.10** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

- 8.11** (1) A quorum of the executive is:
- (a) 1, if the executive consists of one member;
 - (b) 2, if the executive consists of 2, 3 or 4 members;
 - (c) 3, if the executive consists of 5 or 6 members; and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

- 8.12** (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings; or
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 8.13** (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

- 8.14** The executive must inform owners and the council of the minutes of all executive meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of executive's powers and duties

- 8.15** (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (i) set a maximum amount that may be spent; and
 - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 8.16** (1) A person may not spend the Non-Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Non-Residential Section's money to repair or replace limited common property which has been designated for the use of all or any of the Non-Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 8.17** (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

Small claims court

- 8.18** Notwithstanding any provision of the Act, the Non-Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Non-Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

Use of non-residential strata lots

- 8.19** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.

Bylaw restrictions

- 8.20** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from

leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to subsections (1) through (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

PART 9 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 9.1** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 - Marketing Activities by Owner Developer for Display Lot

Marketing activities

- 10.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.